

## Terms and Conditions - Y & P Sun Adventurers SL

We have to have terms and conditions to protect us as well as yourselves. They should give you confidence in our professionalism and your protection, so beneficial for us all.

Please read these terms and conditions as it is important that you understand our contractual relationship, in particular regarding the cancellation policy, your responsibilities in turning up on time for arrival & departures, and making sure you're prepared when it's necessary to take part in an activity.

All bookings with Y & P Sun Adventurers are subject to Y & P Sun Adventurer's Terms and Conditions. Y & P Sun Adventurers S.L reserves the right to change the terms, conditions, and notices under which this Web site is offered.

Blazing Events.co.uk is offered to you, the customer, by the Spanish registered company Y & P Sun Adventurers S.L. Your use of this Web site constitutes your agreement to all such terms, conditions, and notices.

**"We"** and **"us"** refers to the Blazing Events web pages and Y & P Sun Adventurers SL. The registered office is Av Marques de Sotelo, 5, 6, 16d Valencia 46002, Spain.

**"You"** and **"your"** and **"group"** refers to the person making the booking and each and every member of the group on whose behalf that person has booked with us. On returning the booking form you are signing on the behalf of every member if the group. If the booking form is signed on behalf of a company, "you" means that company.

### The Website

This website is for your personal and non-commercial use. The contents and information of this website are Copyright, so you are not allowed to copy or use any information or photos without written permission from us. A small percentage of the photos on the website, or in promotional material, are used only as samples. Therefore occasionally an event or activity may differ slightly from the photo. All descriptions on the website and quotes used are made in good faith and we take great care in making sure they are accurate. However, as errors may occasionally occur we reserve the right to correct errors or make changes to our website at any time.

### Links to other sites

Our website may contain some links to third party web sites. Such links are provided for your reference only, and we are not responsible for their content or your use of them.

### Booking

Once you have decided what you would like to do you need to contact us and we will supply you with details and prices. Once you are happy with the proposed details, we will send you a booking form which will include these details and prices.

A returned booking form and deposit from you is deemed as a binding agreement made between you and your group and Y & P Sun Adventurers S.L.

The booking form must be returned via email within 72 hours of it being sent. By returning the booking form, you will be regarded as having read and agreed to the Y & P Sun Adventurers S.L Terms and Conditions, and agree to abide by them.

You also agree that the Lead Contact (you) have the authority to deal with us on behalf of every person in your group. If for any reason there is a change in the Lead Contact, you should notify us in writing immediately. The Lead Contact must be authorised to make the booking on the basis of these Booking Conditions by all persons in the booking.

Please be aware that we can only accept bookings from a lead contact who is a minimum of 18 years old. If any person within the group is younger than 18 years of age the Lead Customer must notify us in advance of booking to check whether this is acceptable, as some activities are for adults only.

Once we have received your booking form, we will contact the relevant suppliers and pass on the details to get confirmation that they are able to fulfil your booking. In the event that they are unable to fulfil your booking, we will notify you ASAP and suggest alternative suppliers that can provide a similar event, or other options. At all times, we will endeavour to contact you within 48 hours of you making your booking.

## **Payment**

A non-refundable deposit of 50% of the total cost must be received by us within 5 working days of the date we receive your booking form. The balance must be received by us no later than 5 weeks before your event, or by the specified date stated in the booking form.

By returning the booking form you accept responsibility for paying for all members of your group.

If the booking is made less than 5 weeks prior to the commencement of the booking the full amount must be paid in full when you make the booking.

Payments can be made by bank transfer or cheque. The details will be on your booking form. Once we have received full payment we will issue you with a full invoice.

Failure to make payments by the due dates will entitle us to treat your booking as cancelled by you in which case the cancellation charges set out below will be payable.

If we hold off cancelling (although we are not obliged to do so) because you have asked us for extra time to pay but you fail to do so you must pay the cancellation charges described below.

We reserve the right not to provide the booking until we have received sufficient funds from you, the client, for the supplier to deliver the event.

We reserve the right to change the deposit requirements for specific events, activities or accommodation depending upon the suppliers' requirements. Any such changes will be clearly communicated to you before you make your booking.

## **Pricing**

The price of your event is as detailed in the booking form. This price is based on the amount of people you have included in your group, and we therefore reserve the right to change the price if the amount of people in your group changes.

All monies referred to are in British pounds sterling or Euros.

If any suppliers of the events, activities or accommodation made in the booking require you or members of your group to leave a credit card imprint or damage/security/behaviour/breakage deposit, we will do our best to inform you prior to sending you a booking form.

Y & P Sun Adventurers S.L. reserves the right to change any of the event/ facilities or prices described before the agreement between you and Y & P Sun Adventurers S.L. is concluded by receipt of the booking form and payment of the deposit. Once these have been received the prices will not change as long as everything remains the same as within the booking form, including the number of people. Please note that the prices quoted to you apply to the number of people booked into the event and the minimum number of people required. Should the number of people be reduced it is likely that the overall price may increase proportionately. You will be required to pay the revised price.

Please also be aware that a single room supplement may need to be charged where any odd group numbers are concerned.

All Price are inclusive of VAT.

### **Changes or Cancellations made by you**

Please notify us in writing by email as soon as possible if you want to cancel or make any changes to your booking.

We will try our best to accommodate your changes, but once you have made the booking we can not always guarantee that we can make the changes due availability and our suppliers' regulations. When we can make a change, we will not charge you anything for making the change, however you will be charged for any extra costs incurred by ourselves or any charges imposed by our suppliers.

Please refer to the "Price" section of our Terms and Conditions regarding costs incurred when changing the number of people in the group after the booking has been made.

If you request major changes to the booking or the amount of people in the group or the dates of the booking, this request may be treated as a cancellation of the initial booking and a new quote request. In such cases cancellation charges may be incurred. We will inform you if this is the case and discuss the best options.

Y & P Sun Adventurers S.L will not be responsible for the cancellation of any event due to force majeure.

As we have to pay the suppliers on your behalf, cancellation costs us money. We therefore have the following cancellation policy that we and you agree to which is based on our estimated losses we may have according to our suppliers cancellation policies;

You may cancel within 7 days of us receiving your deposit without reason\* if the booking has been made more than 30 days in advance of your event. However, any deposits received within 28 days of your arrival date will not be returned.

Depending on the date of your cancellation, you must pay the following cancellation charge;

- **More than 5 weeks before the event is scheduled to take place;** 50% charge of the total package cost
- **Between 5 and 3 week(s) before the event is scheduled to take place;** 75% charge of the total package cost.
- **Less than 3 weeks before the event is scheduled to take place;** 100% of the total package cost.

If you want to cancel on behalf of individual members of your group and the number of full paying group members that your booking was based on is reduced to below the number on which the price and special offers were agreed on, we will recalculate the costs and re-invoice accordingly.

- Some specific activities deposit is non returnable. We will notify you if this is the case for any of your activities before you make your booking.

## **Changes or Cancellations made by us or the supplier**

Occasionally, we have to make minor changes to bookings, and whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. A minor change will be deemed to be a change that still complies with your original enquiry request, and therefore neither we nor the supplier could reasonably expect it to have a significant effect on your confirmed booking.

In the event of minor changes no compensation is payable. Such changes do not entitle you to cancel the booking or request an alternative booking.

If we have to make a significant change or cancel, we will contact you as soon as possible. In the case of a significant change, if there is time to do so before your departure, we will offer you the following options;

- Accept the changed arrangements.
- Purchase alternative arrangements from us, of a similar or higher standard if available. An appropriate refund or further payment will be made as applicable for any differences in price.
- Cancel or accept the cancellation in which case you will receive a swift full refund and our apologise.

In the rare event of loss or damage suffered by the group or changes to or cancellation of the whole or part of the booking due to events that we or the supplier could not foresee or avoid, we regret that we will be unable to provide any compensation, refunds (unless we receive any from our suppliers) or pay you any losses or expenses you incur as a result. We will try to assist you with alternative arrangements, but these costs will have to be covered by you.

Examples of these events include war or threat of war, riot, safety risks, adverse weather conditions, industrial disputes, natural or nuclear disasters, fire, flood, shortage of water, actual or threatened terrorist activity, airport closures, technical problems with transport or equipment and similar events outside our control or the control of the supplier concerned.

No compensation is payable if the booking is partly or completely cancelled due to a reduction in the number of people resulting in an insufficient number required for the activity or event.

Changes or cancellation may be made when safety conditions are compromised, according to the discretion of Y & P Sun Adventurers S.L or the supplier concerned. If cancellations occur under such circumstances, we will try our best to reschedule or offer similar alternatives, provided a member of your group is not at fault.

Although the weather in Valencia is often predictable (sunny!), there is always the risk that you may not be able to take part in your activity due to poor weather conditions. If we have to cancel an activity because of weather conditions we will make every effort to reschedule the activity for another day, or offer you another activity, but please note that these may only be available at a different cost. We will not be obliged to provide any refund if we have to cancel an activity or event due to adverse weather conditions, and you are not able to cancel the event or activity due to adverse weather conditions.

## **Health and Insurance**

Y & P Sun Adventurers does not arrange any type of travel insurance for its clients. We cannot be responsible for injury or loss suffered by you other than expressly set out in these terms and conditions. We therefore seriously advise you taking out travel insurance, as with any holiday abroad, especially if you are taking part in any of our higher risk events or activities.

We will assume that you have purchased your own travel insurance that contains suitable policies regarding the events and activities you will be participating in, and by booking these activities and arrangements you accept the inherent risks.

We also recommend all UK citizens travelling to Valencia to get an EHIC (European Health Insurance Card, replacement for the E111 form) which entitles you to sometimes free or at least reduced-cost medical treatment in Spain. (You can apply for this online at <https://www.ehic.org.uk/Internet/home.do> )

Some events or activities require a good level of fitness, strength and flexibility. You are responsible for ensuring you have the appropriate level. Due to the nature of some activities many are not recommended for anyone with a disability that may put them at risk, illness or infirmity. If you have existing medical problems, allergies or a disability that may effect your holiday in Valencia you must let us know before you make your booking, so that we can check whether your chosen arrangements are suitable. If in our or our suppliers' reasonable opinion believe that your chosen activities are not suitable for you, taking into consideration your medical problem or disability, we can refuse to take your booking. If we find out after the booking has been made that you did not tell us that you have an existing medical condition or disability and you are not being accompanied by someone who can provide all necessary assistance you may require, we reserve the right to cancel the booking and impose the cancellation charges as specified in the cancellation clause of our terms and conditions.

## **Liability**

Some of the activities we organise involve a degree of risk. That is what makes them exciting. We choose our suppliers specifically for their professionalism and safety regulations, as it's of the utmost importance for us to do our very best to keep you safe.

We are fully insured in respects to public liability and death or personal injury caused by our negligence or that of our employees but we do not accept any responsibility for the negligence of any other person, including members of your group.

Please note we will not be responsible for any loss (for example loss of enjoyment), damage, injury, illness, death, expense, cost or other sum or claim of any description whatsoever which results from any of the following: -

- the act(s) and/or omission(s) of any person(s) affected or any member(s) of your party; or
- the act(s) and/or omission(s) of a third party not connected with the provision of your events, activities or arrangements and which were unforeseeable or unavoidable; or
- Force Majeure (events that we or the supplier could not foresee or avoid)

In order to reduce any risks, we have implemented the following conditions;

We reserve the right to withdraw you from an activity or event if you do not adhere to your obligations described under "Your Responsibilities and Behaviour", or if in our or our suppliers opinion you are not sufficiently able to participate in the activity or event or if you are under 18 and have not informed us that you are under 18 years of age before the booking.

If the supplier requires you to sign a disclaimer releasing them from liability or loss suffered in the course of an activity, we will not be liable for any loss you may incur if you do not sign the disclaimer, whether such loss occurs under this agreement or otherwise. We have no responsibility for the provision of the actual

activities, events or arrangements themselves or for the acts or omissions of the supplier(s) concerned or any of its employees, agents, suppliers or subcontractors. Additionally we cannot accept responsibility for any services which do not form part of your booking activities, events or arrangements.

We regret that we cannot accept any liability if you or any member of your group are refused entry onto any transport or into Spain due to failure on your part to carry the correct documentation, or due to any inappropriate behaviour on your part. We also do not accept liability if you or any member of your group is prevented from participating in any event or activity because we or our suppliers think you appear to be unfit to participate or travel or likely to disturb other people. In such cases you will not be liable for any refund, compensation or any costs you have paid.

Please note we limit the maximum amount we may have to pay you for claims you may make against us. For any claim which does not involve death or personal injury, if we are found liable to you on any basis the amount we will have to pay you is no more than twice the value of your booking (excluding insurance premiums and amendment charges). Additionally we cannot accept liability for any business losses.

Please note we will not be liable for any damage, expense or loss of enjoyment in respect of your event if failure of enjoyment was your fault or could not have been foreseen based on the information given to us by you at the time of your booking or the result of someone unconnected with your activity or event.

Please be aware that Y & P Sun Adventurers does not accept liability in the following situations;

- If you or any member of your group is at fault. (This includes any accident or misadventure that occurs while any of your group is under the influence of drinks or drugs.)
- If any unexpected or unusual circumstances arise beyond our or our suppliers' control, which we or our suppliers could not have avoided even if we had used all care possible.
- Any transport, activities, accommodation and other events are carried out subject to the supplier's conditions of carriage, supply or contract. If any supplier can exclude or limit liability under any international convention or foreign law we will rely on that exclusion or limitation

## **Your responsibilities and Behaviour**

What you agree to do:

- We want you to have fun, but at the same time please remember you are in a foreign country. You need to behave in a safe and respectable manner at all times, and respect your environment and other people around you. All suppliers and accommodation have every right to terminate, without notice, your stay or activity under any circumstance deemed inappropriate to them. Please be aware that in such cases any insurance policy will be invalid, and you will not be entitled to any refunds or compensation. If groups behave in such a way that results in the suppliers relationship with us being terminated, clients will be pursued for compensation by Y & P Sun Adventurers.
- To listen carefully and follow all instructions any guide or activity leader gives you. Ensure you use the safety equipment provided as instructed and never tamper with it.
- Wear suitable attire for any activity or event

- To compensate for any damage caused by you or any group member during your stay.
- Some events or accommodation require you to make a behaviour bond to be placed on hold when you check in with a credit card or cash. This deposit will be refunded when you leave provided that there is no damage caused. We will do our best to inform you at the time of booking if any deposit is required.
- You ensure that all members of your group comply with the activity or event timetable. This is particularly important in the case of transportation, as the transportation can not wait for any person who is late. Failure to keep to the timetable may result in either the cancellation or discontinuation of the activity or event. If the transportation has to leave on time without all group members, it will be the individual group members responsibility to organise and pay for their own transportation. We will not be liable for any refund, compensation or any costs that may be incurred by you as a result.
- You must inform Y & P Sun Adventurers in writing if you or any member of your group have any special requests (special facilities for disabled people, allergies, dietary requirements, medical conditions etc) We will make every reasonable effort to accommodate requests or special needs, but are not responsible for any denial of services by hotels and/or other independent suppliers.
- In regards to alcohol and drugs, they are strictly forbidden when participating in many activities. This is for your safety, as several activities require a high level of concentration and have a higher level of risk. For other less risky activities or events an appropriate level of sobriety is required.

### **Accommodation**

You agree to abide by the hotel or apartment house rules.

If you book an apartment with us, depending upon the apartments you may need to pay a deposit of £15 per person which will be returned to you within 1 week of the end of your stay, provided there has been no damage caused or excessive cleaning required. You will be notified at the time of booking if a deposit needs to be paid.

If any of the apartments rules are broken, excessive cleaning is required or damage is reported, we are entitled will withhold all or part of your group's deposit to pay for any expenses incurred and our time needed to sort out the problems you have caused.

Spanish legal regulations also require you to present 1 or 2 passports per apartment at reception when you arrive. These will be kept safe for you & returned upon your departure.

### **Complaints Policy**

If you have any complaints regarding any element of your event, you should notify the supplier concerned or activity guide immediately. If the problem cannot be resolved at that time please contact us as soon as possible, as we don't want anything to spoil your time with us. Please note that you must communicate your complaint to the supplier and Y & P Sun Adventurers within 48 hours of the complaint occurring otherwise Y & P Sun Adventurers will not be responsible for the complaint. If the matter hasn't been resolved and you continue to be dissatisfied once you have returned home, you should write to us formally within 14 days of returning, setting out the details clearly.

### **Promotional offers**

We are constantly looking for new and exciting deals we can offer you, and as we are using different suppliers each offer will have different terms & conditions applicable. Please contact us for specific terms and conditions related to individual promotional offers.

### **Agreement**

We feel these terms and conditions are fair, and they are in place in order for everything to run smoothly and for you to have an enjoyable time with us. As all events take place in Valencia, the terms and conditions are governed by Spanish law, and the Court of Spain shall have exclusive jurisdiction in connection with any dispute arising out of any booking made with Y & P Sun Adventurers.